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SECTION 11. TRANSFERS

[[11-1 GENERAL INSTRUCTIONS

[(1) All personnel should be cautioned that they are not, under any circumstances, to discuss transfers of other employees with unauthorized individuals, such as realtors or employees of moving companies. To do so will subject employees to severe administrative action and possible criminal liability under the Privacy Act of 1974.

[(2) Agents under transfer are to be relieved of assignments so that the transfer may be expedited.

[(3) All Agents must report to their new office of assignment within ninety days of the date of the official letter of transfer.

[(4) Effective date of employee's assignment at new duty station is the date of arrival at the new office.

[(5) Requests for delays in reporting to a new office of assignment must be submitted to the Bureau with full justification and may be submitted on a UACB basis. These requests are reviewed individually and coordinated with the pertinent field offices and/or FBIHQ divisions.

[(6) Do not incur transfer-related expenses prior to receipt of the letter of transfer.

[(7) Employees being transferred to any point within the United States should advise the Postal Service that change of residence is the result of an official Government transfer. All classes of mail for employee and immediate family residing with employee will be forwarded free of charge.

[(8) Those offices receiving cost-of-living (COL) allowances must immediately advise the date the employee departs since the COL is removed upon departure. Failure to advise FBIHQ on a timely basis will result in an overpayment that the employee must refund.

[(9) For policy concerning Agents who have completed a language school or who have passed a Bureau language examination, refer to Part II, Section 1, of this manual for additional instructions.

[[11-1.1 Use of FD-67 (Acknowledgment of Transfer Orders)

[(1) Letters of transfer must be acknowledged by FD-67 within thirty calendar days of receipt of transfer letter. Form must show contemplated departure and arrival dates and leave being taken.

[(2) Employees being transferred from FBIHQ must submit an original and one copy of FD-67 to the Pay and Position Management Unit, Administrative Services Division (ASD). Copy will be forwarded to new office of assignment.

[(3) In the event that the information contained in the original FD-67 changes, an amended FD-67 should be submitted immediately to FBIHQ and clearly identified as such.

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(4) FD-67 should be forwarded to FBIHQ by former office on employee's departure date and by new office on arrival date showing time employee reported for duty. Offices west of the Mississippi River should submit forms to FBIHQ by airmail.

11-1.2 Use of FD-655 (Routing of Salary Checks, Statement of Earnings and Savings Bonds)

(1) The four-part FD-655 should be completed by each employee receiving a permanent transfer and any employee assigned to an extended temporary duty when special handling of his/her salary checks/savings bonds is required.

(2) The original of the FD-655 should be submitted to FBIHQ, Attention: Payroll Distribution Unit, to arrive no later than the Thursday prior to the date of the first salary check to be sent to the employee's new office of assignment or temporary duty point. Part two should be retained by the submitting office; part three should be forwarded to the new office of assignment; and part four should be retained by the employee for his/her personal records.

(3) Should the information on the initial FD-655 change, a new FD-655 should be executed, the AMENDED block checked, and forwarded immediately to FBIHQ.

11-1.3 Personnel File and Bureau Property

(1) The following items should be sent to the new office by the SAC or division head of the old office: Personnel file, firearms training record (FD-40), property record (FD-107), health report card, if any, electrocardiogram tracings, report of medical history (SF-93), and biweekly AUO report (FD-329). Cover letter (FD-109) should advise new office of technical training given, date of last physical examination, date of last photograph, date of the last operator's road test and driving certification (FD-288). Send Form FD-475 (Physical[Exam Card]) if used for record purposes. File is to be forwarded by the first workday following employee's departure on transfer. Refer to [Leave/Time and Attendance] Manual regarding leave records.

(2) Prior to departure date, employee's property should be inventoried by item and serial number to ensure property charged to employee on FD-107 coincides with property in employee's possession. FBIHQ employees under transfer should check property with Property Procurement and Management Section, ASD.

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[11-1.4 Travel Time and Annual Leave

[(1) Employees under official transfer at the Government's convenience are allowed travel time required for direct distance travel between transfer points based on mode of travel.

[(2) Annual leave to be taken in addition to travel time may be approved by the SAC or division head of the former office. Also see Part I, Section 9, of this manual concerning absences not charged to annual leave to locate housing.

[11-2 SPECIAL AGENT TRANSFER POLICY

[It is important to recognize that the governing factors controlling transfers of Special Agents are the needs of the Bureau and budgetary considerations. While the needs and desires of the Agents are always considered in carrying out this policy, it must be remembered that the overall needs of the Bureau take precedence.

[11-2.1 Regular Transfers

[(1) Agent appointees will be given the oath of office at the FBI Academy, Quantico, Virginia. Once a new Agent successfully completes new Agent's training at Quantico, the Agent will normally be transferred to a small- to medium-sized office where he/she will remain for approximately two to four years. Following this assignment, the Agent will be rotated to one of the twelve major offices where he/she will remain until qualifying for an office of preference (OP) transfer or promotion through administrative advancement. However, reassignment from one of the larger offices to another may be required according to the needs of the service. Assignment to one of the twelve major field offices is required.

[(2) The twelve major offices are Baltimore, Boston, Chicago, Cleveland, Detroit, Los Angeles, Miami, Newark, New York, Philadelphia, San Francisco, and Washington Field.

[(3) Agents anticipating a transfer to a top-twelve office may submit an informal memorandum, through their SAC, to FBIHQ, Attention: Special Agent Transfers and Traffic Management Unit (SATTMU), Room 6011, listing the top twelve offices in their stated order of preference. Regardless of preference, first office Special Agents will not normally be transferred back home or to their spouse's home.

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(4) Agents who entered on duty on or after October 1, 1969, ("10/1/69 Group") who have been assigned only to two small- or medium-sized offices will be eligible for transfer to a top-twelve office. Agents eligible will be transferred by seniority starting with those entering on duty on October 1, 1969. Agents in the "10/1/69 Group" may submit a memorandum to FBIHQ, Attention: Special Agent Transfers and Traffic Management Unit (SATTMU), Room 6011, through their SAC, listing the top-twelve offices in their stated order of preference. Efforts will be made to accommodate these stated preferences where possible, subject to the needs of the Bureau and the recorded OP listing of more senior Agents. The five-year rule applicable to OP transfers does not apply to the "10/1/69 Group" transfers where a preference has been accommodated. Transferees in this Group will be eligible for OP transfer consideration after two years in a top-twelve office. Those Agents who have previously received an OP transfer based on their seniority to their current small- to medium-sized office, any Agents who have sufficient seniority to rank number one net on their current office of assignment's OP list, and any Agents who have already been assigned to three or more field offices will not be considered eligible. Additionally, those Agents who have experienced two or more cost transfers after relocation to their second office of assignment and who would otherwise be eligible for rotation, may apply to SATTMU, through their SAC, for an exemption from this transfer program. These requests will be reviewed on a case-by-case basis.

11-3 SPECIAL AGENT OFFICE OF PREFERENCE (OP) TRANSFERS

(1) The OP system was established in order to provide a means to reward Agents for faithful service by sending them to an office of their choice. This system is based generally upon seniority, consistent with the needs of their service and budgetary considerations. If an Agent receives an OP transfer, that Agent will not be considered for another OP for five years from the date of arrival at new office of assignment.

(2) Agents are obligated to keep their listed OP current. An Office of Preference Book and a movement list will be made available on a monthly basis to each SAC and Assistant Director for inspection by all employees. These printouts should be reviewed by all Agent personnel for accuracy. An Agent must submit Form FD-314 to change his/her OP.

(3) All employees must achieve the Fully Successful level on their annual performance appraisals before they may be considered for OP transfers.

(4) If an Agent is censured and placed on probation, that Agent will not be eligible for an OP transfer as long as that Agent is on probation. If subject to disciplinary action more severe than censure and probation, an evaluation will be made on an individual case basis.

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(5) Agents may change their OP at any time; however, only those Agents actually appearing on the monthly computerized OP printout at the time of the OP selection process will be considered for transfer.

(6) Agents passed over for an OP transfer due to a documented need, such as an operative in an undercover operation or other specialized needs requiring that the Agent remain in a current assignment, will be afforded the first OP transfer into that office following completion of that assignment regardless of standing on the OP list.

(7) Agents are not eligible for OP transfer if they have consummated a cost transfer within the past one-year period.

(8) Agents eligible for retirement and considered for an OP transfer must have the capability of performing at least one year of service in the requested office before being mandatorily obliged to retire or to complete any contractual agreement signed in connection with the transfer.

(9) Agents who have consummated a cost transfer must remain in the service of the Government for one year following the effective date of the transfer. Agents who terminate their Government employment prior to the expiration of the one-year period are obligated to refund to the Government all costs incurred in connection with the transfer.

(10) Agents who are incapacitated and/or on limited duty are evaluated on an individual basis to determine the feasibility of receiving an OP transfer. Government regulations require that transfers can only be made for the needs of the service.

(11) Bureau staffing needs remain the paramount consideration. Specialized requirements, unique Agent skills and/or qualifications, which are not readily available elsewhere in the Bureau, are also recognized as matters which must take precedence when such needs exist. OP transfers made out of order and other deviations from regular rotational programs resulting from these unique requirements are recorded in the appropriate FBIHQ files and approved by the Personnel Officer, ASD.

(12) Agents who receive an OP transfer to an office with direct assignment to a resident agency (RA) more than 200 miles from headquarters city may refuse that transfer without penalty.

(13) Agents who receive an OP transfer to headquarters city, or an RA within 200 miles, may also refuse that transfer, but in so doing, will not be eligible for another OP transfer to that same division for two years. The transfer must be refused prior to expending Government funds for the transportation of the Agent's family members and/or the movement of household goods. (This penalty was previously five years and made the Agent ineligible for an OP to all divisions.) This change is retroactive.

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(14) Agents who receive an OP transfer to either Anchorage or San Juan are not precluded from receiving another OP transfer upon completion of their two-year or four-year contractual agreement. However, the Agent must be number one net and there must be a staffing need in his/her OP or the Agent will be reassigned to an office where a staffing need exists. This policy applies to these[two]offices only. The five-year OP rule applies to all other offices.

11-3.1 OP Transfer Policy - New York Office

An additional two years will be added to the Agent EOD of all New York Agents after they have completed five years of continuous service in the New York Office in determining standing on their chosen OP list. Once the Agent is transferred from the New York Office, the two-year add-on no longer applies.

11-3.2 OP Transfer Policy - San Juan Office

(1) Approximately ninety days prior to the completion of five continuous years' service in San Juan, or ninety days prior to the completion of any subsequent contractual agreement after five continuous years' service in San Juan, the SAC, San Juan, will notify ASD, FBIHQ, if an Agent does not wish to renew this contract. Upon receipt of this notification, ASD will furnish the SAC, San Juan, with a list of offices having existing needs from which the Agent may select a choice. If the Agent selects an office which is not his/her stated OP, the Agent will be required to serve a minimum of two years in that chosen office until becoming eligible for an OP transfer.

(2) Agents assigned for the minimum four-year tour are not entitled to select their next office of assignment unless they qualify for an OP transfer based upon their seniority and a staffing need exists in their OP. Agents who are assigned to San Juan for four years or more will be deemed to have satisfied their requirement to serve in a top-twelve office.

11-4 HARDSHIP TRANSFER REQUESTS AND PROCEDURES

(1) Request for transfer based on hardship must be forwarded to FBIHQ through employee's SAC or division head. Request received at FBIHQ directly from employee will be returned to appropriate office or division for necessary handling. Statements from doctors supporting medical hardships do not ensure the request will be granted; however, they are a factor considered by FBIHQ in the decision process concerning a hardship request. (Conditions existing prior to an employee's entry on duty will generally not be considered of a hardship nature.)

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(2) Agents in the Career Development Program (CDP) can also make hardship transfer requests to FBIHQ. These requests will be reviewed by ASD using the same criteria as for nonsupervisory Agents, and ASD's analysis will be forwarded by the Personnel Officer to the FBIHQ Career Board. Final determination in these cases rests with the FBIHQ Career Board or with the Director, when deemed appropriate.

(3) Hardship transfers are preferential in nature in that an Agent receiving same may be transferred into a particular office ahead of another Agent who has more seniority and stands higher on that particular OP list. Because of this, and coupled with the high cost of a transfer, and the fact that all Agents accepted transfer policy upon entering on duty, hardship transfer requests are very extensively and thoroughly analyzed on a case-by-case basis by FBIHQ. In this analysis, the specific circumstances of the request are examined and various alternatives other than a transfer as a solution are considered. The totality of the circumstances and the various alternatives are also compared with precedent involving requests similar in nature previously submitted. Hardship requests are also compared with transfer policy and the overall impact such requests have on transfer policy and on those Agents waiting for routine OP consideration who do not submit hardship requests.

Although not absolutely excluded, the following general categories of hardship requests generally are not sufficient predicate for hardship transfers. However, again, each request is considered on a case-by-case basis:

(a) Parental Hardships: The infirmities attendant with the aging process are common to all employees with living parents and in-laws. As such, employees cannot generally expect hardship transfers.

(b) Divorce and Custody of Children Hardships: In divorce situations where children are involved, custody and visitation problems are common developments. Due to the number of such situations employees cannot generally expect hardship transfers.

(c) Working Spouse Hardships: Due to the large number of employees with working spouses, regardless of the size of the spouse's income, such employees cannot generally expect hardship transfers.

(d) Financial Hardships: Financial problems generally will not substantiate a hardship request, particularly when the basis is the inability to sell a residence in light of the transfer relocation benefits.

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[11-4.1 Parental Hardship

[If hardship involves parent(s) of employee or spouse, all pertinent information which should be considered in the decision process must be submitted to the Bureau. Such information includes, but is not limited to: age of parent(s); written statement from doctor setting forth diagnosis, prognosis, and recommendations regarding parent's(s') condition; income of parent(s), names, ages, and residences of other relatives of parent(s), such as brothers, sisters, and other children; identity of anyone presently assisting parent(s), and statement why such assistance is not sufficient; whether parent(s) own automobile and can drive; description of parent's(s') current residence, e.g., house or apartment.

[11-4.2 Hardship Involving Spouse or Children

[If hardship involves employee's spouse or children, employee must submit statement from doctor setting forth diagnosis, prognosis, and recommendations. Employee should be prepared to provide necessary waivers in the event it is necessary to contact the physician for additional information.

[11-4.3 Hardship Involving Employee

[If the hardship concerns only the employee, employee must submit statement from doctor setting forth diagnosis, prognosis, and recommendations. Employee may also be examined at an appropriate Government medical facility.

[11-4.4 Responsibility of SAC or Division Head

[Employee must be thoroughly interviewed by the SAC or division head concerning circumstances of hardship. Results of the interview with specific recommendation for action must accompany each hardship transfer request. The interview is considered one of the most important factors in making a final determination concerning the request. Merely forwarding the necessary material with the recommendation that the employee receive favorable consideration consistent with the needs of the Bureau will not suffice. Interviewing official's observations should address whether a temporary assignment or permanent change of station would be best or whether a replacement would be needed in the event the request is approved.

[11-4.5 Temporary and Permanent Hardship Transfers

[(1) In those instances where a temporary assignment is granted, expenses of same must be borne by the employee. If a hardship transfer is granted, this matter must be reported on annually to determine from employee if hardship continues to exist. Every other year the follow-up must be

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[accompanied by documentation from the attending medical personnel, if the hardship is based on medical reasons. This documentation should address why the problem (if it continues to exist) must be treated in the current location. On hardships which were approved for other than medical reasons, SACs must ensure that the need for the employee to remain there continues and that the annual follow-up justifies the Agent's continued assignment based on the hardship condition as it was initially approved. No employee will be considered for promotion to supervisory positions until FBIHQ is advised that employee is completely available for administrative advancement.

[(2) Due to their preferential nature, Agents who are afforded hardship transfers are governed by the same five-year rule as those Agents afforded an OP transfer.

[(3) In the event an Agent advises FBIHQ that the hardship situation no longer exists, or if such a determination is made at FBIHQ based on the annual follow-up, the Agent's status is reviewed by SATTMU to determine the feasibility of the Agent's continued assignment in that office. If that Agent has sufficient seniority to rank number one net on that office's OP list, transfer is not considered. However, if that is not the case, then other factors are considered, including, but not limited to, that office's staffing needs, the overall needs of the Bureau, and that Agent's prior rotational assignments, to determine if that Agent should be transferred.

[11-4.6 Hardship Transfer Review Board

[A Hardship Transfer Review Board has been established at FBIHQ. When a hardship transfer request is denied, this decision may be appealed by submitting a letter to ASD, FBIHQ, requesting that the transfer denial be reviewed by the Hardship Transfer Review Board. The Board will review each case and submit a recommendation to the Assistant Director, ASD, for final adjudication. If an Agent's hardship situation changes, he/she may resubmit a request with additional information at any time.

[11-5 TRANSFER POLICY FOR MARRIED SPECIAL AGENT COUPLES AND FOR SPECIAL AGENTS WITH NON-BUREAU SPOUSES

[(1) All SAs, including married SA couples, must be available for general and special assignment. This includes, but is not limited to, first office assignment to a small- to medium-size office for two to four years, and then assignment to a top-twelve office.

[(2) In assignments of Agent married couples, the Bureau will make every effort to preserve a common household.

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(3) Requests for transfer or for transfer cancellation based upon the outside employment of an Agent's non-Bureau spouse will be reviewed as a hardship request. Requests must be well documented and approval will be the exception rather than the rule, as is the case with all hardship transfer requests.

(4) In assignments of Agents with non-Agent FBI employee spouses, every effort will be made to provide the non-Agent FBI employee spouse with FBI employment opportunity in the new office if such is requested; however, no guarantee as to grade level and positions available can be made.

(5) In determining seniority for OP transfer purposes for married Agent couples, the couple may choose joint OP eligibility by EOD averaging. This method guarantees a "common household" OP transfer - both would be transferred together. The junior spouse, however, will not qualify to accompany the spouse to that OP under the "common household" policy until the junior spouse has served at least two years in a top-twelve office.

(6) Married Agent couples may choose separate OP eligibility based on their own EODs. Under this method, each Agent must qualify for an OP based only upon his/her own seniority and any resulting separation will not be the basis for hardship transfer consideration.

(7) Married Agent couples need not preselect one eligibility method. Rather, they may choose either the joint or the separate method at the actual time they qualify for OP selection.

11-6 REMOVAL FROM CAREER DEVELOPMENT PROGRAM

(1) All Special Agents who accept transfer to FBIHQ will remain assigned to the greater Washington, D.C., area for a minimum period of two years regardless of their standing on an OP list, unless staffing needs dictate they be transferred elsewhere.

(2) A Supervisory Special Agent (SSA) who has served two years at FBIHQ and/or has not received a cost transfer within the past two years and requests removal in writing from the CDP, will be afforded an OP transfer only if that Agent is number one on the desired office's OP list and that office has a staffing need.

(3) An SSA assigned to FBIHQ who requests removal in writing from the CDP and does not qualify for an OP transfer as set forth in (2) above, will be transferred, at no cost to the Government, to Washington Field Office, Alexandria, or Baltimore (unless staffing needs dictate otherwise) and, thereafter, be afforded the same OP privileges as any other Agent.

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(4) An SSA assigned to a field division who requests removal in writing from the CDP will be afforded an OP transfer only if that Agent is number one net on the desired office's OP list, and a staffing need exists; otherwise, the Agent will remain assigned, in an investigative capacity, in that same division with the same OP privileges as any other Agent.

(5) An SSA who has completed two years at FBIHQ who requests removal in writing from the CDP but does not stand number one net on the desired office's OP list and/or that office does not have a current staffing need, may request that his/her name be "flagged" on the OP list to indicate "requested removal from CDP." The SSA will remain in his/her current assignment, at the option of the division head, until attaining number one net OP standing and a staffing need exists in the respective office; otherwise, he/she will be transferred in accordance with (3) above. The Agent will not be considered for further administrative advancement while awaiting movement into the OP office.

11-7 UNDERCOVER TRANSFER POLICY

(1) Selection of Undercover Agents (UCA) will continue to be made by Criminal Investigative Division (CID) and Intelligence Division (INTD). Upon identification of candidates for a particular assignment, ASD will review the selections for transfer eligibility. After ASD's review, CID or INTD will select the UCA for the assignment and, thereafter, make recommendations to ASD regarding transfer of that individual depending on the particular operation and duration of the assignment.

(2) Upon completion of an undercover assignment or termination of an operation, CID or INTD may make recommendations for transfer of the UCA:

(a) for reasons of the UCA's mental well-being or ability to effectively function within that division of current assignment,

(b) due to a documented danger to the UCA and/or the UCA's family, or

(c) if the continued presence of the UCA would endanger the security of an ongoing operation.

(3) If transfer is deemed appropriate, assignment will be made to the Agent's OP if the Agent has sufficient seniority to warrant same and a staffing need exists. If the Agent does not qualify for an OP transfer, assignment will be made as determined by ASD.

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[(4) An OP transfer will not be used as a reward in connection
[with undercover assignments.

[(5) SATTMU will follow Agents who have received transfers for
[undercover roles. When that role has been completed, the personnel files of
[these Agents will be reviewed much the same as SATTMU evaluates Agents whose
[hardship, which resulted in a transfer, is declared over, to determine if
[transfer is warranted.

[11-8 NO-COST TRANSFERS - INTRADIVISIONAL

[(1) All requests for no-cost transfers will be reviewed by FBIHQ
[on an individual case basis. Only those involving intradivisional moves in
[situations permissible under the governing statute, and recommended by the
[SAC, will be approved. This statute, Title 5, USC, § 5724, prohibits, in
[part, the unauthorized augmentation of appropriations which is interpreted to
[mean that the Government shall pay the transfer expenses of an employee who is
[transferred in the interest of the Government. Transfer expenses may not be
[paid when the transfer is made primarily for the convenience or benefit of an
[employee or at the employee's request.

[(2) Agents requesting no-cost, intradivisional transfers must
[submit a signed memorandum to their SAC setting forth the reason(s) for the
[request, and must include a statement that the Agent will bear all transfer
[expenses. The SAC will then forward each request to FBIHQ with a cover
[communication containing his/her recommendation.

[11-9 NO-COST TRANSFERS - INTERDIVISIONAL

[No-cost interdivisional transfers generally will not be approved
[because of their adverse impact upon other transfer policies.

[11-10 TRANSFER TO FOREIGN OFFICES, ANCHORAGE, HONOLULU, AND SAN JUAN -
[SPECIAL AGENT AND SUPPORT

[11-10.1 Service Agreement (FD-382)

[Employees selected for assignment in the offices set out below
[must execute a service agreement to serve tours of duty as specified:

[(1) Anchorage and Honolulu - Agents and support personnel must
[serve two years with subsequent tours of one, two, or three years at the
[employee's option.

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(2) Bern, Bonn, Canberra, London, Mexico City, Ottawa, Paris, and Rome - Agents and support personnel must serve two years with subsequent tours of two years at the employee's option.

(3) Bogota, Hong Kong, Montevideo, Panama City, and Tokyo - Agents must serve two years with subsequent tours of two years at Agent's option; support personnel must serve two years with subsequent tours of one, two, or three years at the employee's option.

(4) San Juan - Agents - four years for initial contract, renewable annually thereafter. Agents are entitled to receive home leave at the conclusion of their first two years and after their third year.

(5) San Juan - Support Personnel - two years with subsequent tours of one, two, or three years at the employee's option.

11-10.2 Execution of Service Agreement

(1) Three copies of the Service Agreement will be attached to the letter of transfer to Anchorage, San Juan, Honolulu, and foreign offices. All must be executed and two returned to FBIHQ. The third copy should be retained in the field file.

(2) The Service Agreement must be executed by employee before the Bureau can pay any transfer-related expenses, including travel and transportation of employee, employee's family, and household goods. The terms of the Service Agreement must be fulfilled before the Government will pay return expenses. If the terms of the Service Agreement are not completed because of separation from service, the reasons for separation must be beyond the control of the employee and agreeable to FBIHQ before return expenses are paid by the Government.

11-10.3 Annual Leave, Home Leave, Travel, and Additional Tours

(1) Employees and dependents are eligible for travel and transportation expenses to their home of record after completion of the agreed tour of duty and execution of an additional Service Agreement for a subsequent tour. For detailed information concerning travel and transportation allowances, see Chapter 2, Federal Travel Regulations.

(2) Employees assigned to foreign offices for twenty-four months of continuous service are entitled to additional leave, termed home leave, in addition to travel and transportation expenses. Bureau employees earn home leave for each twelve months of service abroad. For details concerning home leave, see Part I, Section 9, of this manual.

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(3) In event of any change of legal residence in the United States, employee must execute a new Service Agreement showing that change which must be approved by the Bureau before commencing any annual leave or home leave travel.

(4) A new Service Agreement must be executed by those employees seeking an additional tour of duty. The new Service Agreement must be completed prior to the termination of the existing tour of duty. Advise FBIHQ at least three months prior to completion of existing tour of employee's intention to seek an additional tour and employee's plans concerning annual and/or home leave travel.

11-10.4 Physical Examinations

Service and support personnel transferred to San Juan and foreign offices must be afforded a physical examination. Results of the examination and any special tests required by FBIHQ must reach the Bureau prior to departure of employee to new office of assignment.

11-10.5 Cost of Living Allowance

Employees assigned to Anchorage, Honolulu, and San Juan are entitled to a cost of living allowance not subject to Federal income tax. The amount of allowance fluctuates based on periodic studies made by the U.S. Department of Labor. Employees should contact FBIHQ, ASD, Voucher and Payroll Section, to determine the current allowance.

11-10.6 Transportation of Household Goods

[Traffic Management Office, Relocation and Transportation Services Unit,] ASD, will handle necessary arrangements for transportation of household goods of employees. For details, see Part II, Section 6, of this manual.

11-10.7 Checks and Bonds

In the event employee does not want checks and/or bonds forwarded to office of assignment abroad, FBIHQ, Voucher and Payroll Section, should be given instructions as to their handling.

11-10.8 Income Taxes

Employee should be aware of regulations concerning payment of Federal and local income taxes. Residence in a foreign country may not excuse employee from being taxed by authority covering previous office of assignment. Immediately advise FBIHQ should a controversy arise with any taxing authority.

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[11-11 TRAINING OF EMPLOYEES FOR FOREIGN ASSIGNMENT

[Material on living conditions in Honolulu, Anchorage, San Juan,
[and our foreign installations will be transmitted with employee's letter of
[transfer. SAC should arrange for an employee under foreign transfer to
[utilize local library facilities for appropriate books concerning the culture
[and background of the country of assignment.

[11-11.1 Training of Support Employees for Foreign Assignment

[(1) Field Support Functions - Support employees selected for
[foreign assignment must, before their departure, receive two full weeks'
[training in field support functions. SACs should ensure that the training
[afforded them is type they would need if they were assuming duties of Support
[Services Supervisor in small- to medium-sized office and should encompass the
[following:

[(a) Handling of mail (including stamping, searching,
[matching, indexing, serializing, etc.)

[(b) Opening and closing cases

[(c) File reviews

[(d) Preparation of administrative report

[(e) Preparation of expense accounts

[(f) Handling and filing of SAC letters and SAC memoranda

[(g) Preparation of 1-A serials and bulky exhibits

[(h) Tickler systems

[(i) Maintenance, consolidation, and destruction of files

[(j) Assignment card box

[(k) Operation of duplication machine

[(l) Preparation of vouchers connected with operation of
[official cars and maintenance of office fund records

[(2) Cryptographic systems - Employees under transfer to foreign
[offices will be given three to five days' training at FBIHQ in the operations
[and security of cryptographic systems.

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(3) Briefing by SAC or division head at FBIHQ - For various reasons, it is not always possible to bring field support personnel selected for foreign assignment to FBIHQ for briefing before their departure. SACs should call employees' attention to fact that while in foreign office of assignment they will be known as an employee of the American Embassy, insofar as general public is concerned, although official contacts of the office know of relations between Bureau and Legal Attache's office.

(4) Conduct - It should be stressed that conduct abroad must be maintained at all times in accordance with Bureau standards. In matters of conduct and dress, employees must adhere to good taste within the standards of the country to which they are assigned. Inform employee that if employee plans to take his/her personally owned automobile, uniform regulations maintained by the U.S. Posts require that only inconspicuous automobiles should be imported.

(5) Instructions by Legal Attache - Legal Attaches are responsible to ensure new employees are instructed in maintenance of teletype records, listing and preparation of pouches, security of information pertaining to pouch preparation, maintenance of pouch records and use of courier service. Legal Attache must also ensure new employee is afforded cryptographic systems training and in the preparation, handling, and dissemination of classified documents. Legal Attache should also instruct new employees in maintenance of security peculiar to the Attache operations, including the use of the telephone, personal contact, disposal of trash, and social gatherings.

[11-12 SUPPORT AND SERVICE PERSONNEL TRANSFER POLICY

[11-12.1 General Policy

[Under normal circumstances field office vacancies are filled by local recruitment into entry level positions rather than by transfer from FBIHQ or from another field office. Exceptions are discussed in subsequent items.

[11-12.2 Office of Preference Lists

[No OP list is maintained for support employees except for those employees who are assigned to a special position and subject to transfer either on a permanent or temporary basis as a part of their employment agreement or career path. Such OP lists are maintained by the FBIHQ division having program responsibility for the position.

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[11-12.3 Special Position Transfer Policy

[Incumbents of Accounting Technician, Electronics Technician, Automotive Maintenance, and Language Specialist type positions, are subject to transfer at the convenience of the Bureau as a condition of their employment and/or retention in a specific career path. Although every effort will be made to fill vacancies while honoring an individual employee's choice of assignment to a given office, the needs of the service take preference. Specific recommendations for transfer are made by the various FBIHQ program managers consistent with existing policy governing each position and overall budgetary and manpower considerations. If a transfer cannot be accepted, it may be necessary to remove an employee from his/her position.

[11-12.4 Hardship and Personal Convenience Requests

[(1) As previously noted, field office vacancies are normally filled by local recruitment and not by transfer. However, the Bureau will consider individual requests based on a hardship or for the employee's personal convenience provided a vacancy exists and no other employee will be denied a promotional opportunity and it is determined to be in the Bureau's best interests to effect such a transfer. Consideration will be given based on circumstances existing at the time of receipt of the employee's request. No OP list is maintained.

[(2) No support employee, or anyone acting in his/her behalf, is to personally contact another office inquiring about OP possibilities. Employees are not to be told of an existing vacancy in another field office or encouraged to seek transfers from their present office of assignment. Transfer requests made by an employee to another office should be made a matter of record. Advise FBIHQ and employee's present office of assignment of the request and instruct employee to discuss request with SAC or division head. Under no circumstances should an employee's present SAC or division head discuss employee's chances for the requested transfer or what recommendation was made to FBIHQ concerning a request.

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[11-12.5 Employee Responsibility

[An employee desirous of being considered for a transfer based on a hardship or for his/her own personal convenience must prepare a memorandum from himself/herself to his/her division head or SAC that includes the following information:

[(1) Detailed reason(s) necessitating the request. (Refer to 11-4 of this section concerning hardship transfer requests and procedures.)

[(2) Specific office to which employee desires to be assigned.

[(3) Statement as to willingness to defray any and all expenses that may be incurred in connection with a transfer and to accept a demotion if necessary.

[11-12.6 Division Head and SAC Responsibility

[The employee's division head or SAC must forward the employee's request to the Personnel Section, ASD, giving sufficient information upon which to base a determination in employee's case. The following data should be included:

[(1) Whether or not alternate solutions have been explored to solve the employee's problem.

[(2) Comments concerning employee's work and attendance records. A performance appraisal of less than Fully Successful and an attendance record less than satisfactory will preclude consideration. In addition, employee must have satisfied all work and training agreements.

[(3) Assessment as to the merits of the employee's request and the recommendation of the division head or SAC.

[(4) Whether or not it will be necessary to replace the employee should a transfer be effected.

[(5) In the case of a field office employee requesting transfer to another field office, copies of the employee's memorandum and SAC's transmittal letter should be forwarded to the other office. The receiving office should immediately advise the Personnel Section, ASD, and the submitting office whether or not a vacancy exists for which the employee is qualified and if the employee's assignment to that office is acceptable. Except in rare circumstances, an office will not be allowed to exceed the approved complement of the office to accommodate a transferee. Even though both field offices are mutually agreeable to a transfer request, final decision will be made at FBIHQ after evaluation of all factors. (Refer to Part I, 1-15.1 of this manual.)

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(6) Contact by employees with a field office concerning a transfer is limited to Personnel Section employees specifically assigned to handle such matters.

11-12.7 Office Unable to Fill Vacancy in Key Position

In the event a field office has no qualified candidate to fill a key position such as Support Services Supervisor (Office Services Manager), FBIHQ will consider a request to canvass all employees in order to assist in filling such position. When an office desires to canvass, the Personnel Section, ASD, FBIHQ, should be contacted for assistance. Any transfer resulting from a canvass will be considered in the best interest of and for the Bureau's convenience.

11-12.8 Payment of Transfer Expenses

Costs incurred in connection with transfers made for the convenience of the Bureau will be borne by the Government. Costs incurred in connection with transfers made for the convenience of the employee will be borne by the employee.

[11-13 TEMPORARY DUTY ASSIGNMENTS

[(1) Circumstances under which temporary duty (TDY) assignments
[for Special Agent (SA) and/or support personnel can be requested:

[(a) Unique specialities which the requesting division is
[unable to address from within its existing complement, such as language
[ability.

[(b) An investigation of such magnitude that the requesting
[division can justify additional personnel.

[(2) Requirements that must be met before requesting a TDY
[assignment. The only requirement necessary in TDY requests for unique
[specialities is a demonstrated deficiency in that speciality. Otherwise, the
[following requirements apply to TDY requests for additional investigative/
[support personnel in cases of such magnitude wherein such assistance is deemed
[necessary. The requesting division is to:

[(a) Cancel all extended annual leave.

[(b) Curtail in-service training during the pertinent period
[of time.

[(c) Curtail the physical training program during the
[pertinent period of time consistent with workload demands.

[(d) Ensure all available personnel from the existing
[on-board complement are fully occupied on priority work.

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- [(3) Procedures for requesting TDY assignments:
- [(a) Requests must be supported by specific documentation.
- [(b) Requests should be communicated to FBIHQ at the earliest possible time.
- [1. Where SA personnel are requested, the communication is to be directed to the appropriate investigative division with a copy to Administrative Services Division, Attention: Special Agent Transfer Unit.
- [2. Where support personnel are requested, the communication is to be directed to the appropriate investigative division with a copy to Administrative Services Division, Attention: Pay and Position Management Unit.]